

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Shai Y. Waisman

Attorneys for Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	:
LEHMAN BROTHERS HOLDINGS INC., et al.,	: 08-13555 (JMP)
	:
Debtors.	: (Jointly Administered)
-----X	

**STIPULATION, AGREEMENT AND ORDER
BETWEEN DEBTORS AND TENANT IN COMMON
OWNERS EXTENDING THE TIME TO ASSUME OR REJECT
LEASE OF NONRESIDENTIAL REAL PROPERTY AT HERITAGE PARK II**

TO THE HONORABLE JAMES M. PECK
UNITED STATES BANKRUPTCY JUDGE:

This stipulation, agreement and order ("Stipulation, Agreement and Order") is entered into by and between Lehman Brothers Holdings Inc. ("LBHI" and, together with its affiliated debtors in the above-referenced chapter 11 cases, as debtors and debtors in possession, the "Debtors"), on the one hand, and the tenant in common owners (the "TIC Owners"), on the other hand.

RECITALS

A. On September 15, 2008 and periodically thereafter (as applicable, the "Commencement Date"), LBHI and certain of its subsidiaries commenced with this Court voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors' chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy

Procedure (the “Bankruptcy Rules”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Pursuant to that certain lease, dated as of March 18, 2003 (as amended on June 18, 2003 and September 29, 2007, the “Lease”), by and between the TIC Owners, as landlord (the “Landlord”), and LBHI, as tenant, all as successors in interest, Landlord leases to LBHI certain office space in a building located at Heritage Park II, 6666 East 75th Street, Indianapolis, Indiana.

C. By motion dated December 29, 2008, the Debtors moved the Court, pursuant to section 365(d)(4) of the Bankruptcy Code, for an extension of the period within which the Debtors must assume or reject unexpired leases of nonresidential real property through and including April 13, 2009 (the “Extension Motion”) [Docket No. 2406]. By order dated January 15, 2009, the Court granted the Extension Motion [Docket No. 2548].

D. By stipulation dated April 7, 2009, Landlord and LBHI agreed, pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, to an extension of the period within which LBHI may move to assume or reject the Lease through and including June 30, 2009 (the “First Stipulation”). On April 10, 2009, the Court approved the First Stipulation [Docket No. 3323].

NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE DEBTORS AND LANDLORD, THROUGH THEIR RESPECTIVE UNDERSIGNED COUNSEL AND, UPON COURT APPROVAL HEREOF, IT IS ORDERED THAT:

1. Pursuant to section 365(d)(4)(B)(ii) of the Bankruptcy Code, the time period within which LBHI may determine to assume or reject the Lease hereby is extended through and including August 31, 2009.

2. The TIC Owners represent to the Debtors that they are the owners of the Heritage Park II property, located at Heritage Park II, 6666 East 75th Street, Indianapolis, Indiana, and the Landlord under the Lease.

3. Each person who executes this Stipulation, Agreement and Order on behalf of a party or parties hereto represents that he is duly authorized to execute this Stipulation, Agreement and Order on behalf of such party or parties.

4. This Stipulation, Agreement and Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5. This Stipulation, Agreement and Order is subject to approval of the Court and shall be of no force and effect unless and until it is approved.

6. This Stipulation, Agreement and Order may not be amended or modified except by further order of the Court.

7. This Stipulation, Agreement and Order and all of the provisions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

8. Each of the parties hereto irrevocably consents to the jurisdiction of the Court with respect to any action to interpret or enforce the terms and provisions of this Stipulation, Agreement and Order and expressly waives any right to commence any such action in another forum.

Dated: June 15, 2009

WEIL, GOTSHAL & MANGES LLP

/s/ Shai Y. Waisman
Shai Y. Waisman
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

Attorneys for Debtors
and Debtors in Possession

TAYLOR ENGLISH DUMA LLP

/s/ Thomas W. Dickson
Thomas W. Dickson
1600 Parkwood Circle, Suite 400
Atlanta, Georgia 30339
Telephone: (678) 336-7136
Facsimile: (770) 434-7376

Attorneys for the TIC Owners other than TIC
Heritage Park, LLC

TIC Heritage Park, LLC

/s/ John W. Boyd
By: TIC Retained Interest, LLC
Its: Sole Member

By: John W. Boyd
Its: Manager

101 N. Main St., 12th Floor
Greenville, SC 29601
Telephone: (800) 577-4842
Facsimile: (864) 672-4842

SO ORDERED this 26th day of June, 2009

s/ James M. Peck
HONORABLE JAMES PECK
UNITED STATES BANKRUPTCY JUDGE